

FIRST AMENDMENT TO CONTRACT FOR UTILITY EASEMENT MAINTENANCE TREE REMOVAL  
SR-62 2015

This contract amendment is made, dated, and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2016, between L-J, Inc. ("Contractor") a corporation organized and existing under the laws of South Carolina and City of Durham ("City").

BACKGROUND. The City and the Contractor entered into a contract titled "Contract for Utility Easement Maintenance Tree Removal SR-62 2015" dated October 20<sup>th</sup>, 2015. That contract is referred to as "Original Contract."

The Original Contract is hereby amended as follows:

1. The Original Contract price stated in Exhibit B – Bid Summary was \$437,860.00. This price is hereby increased by \$200,000.00, resulting in a new price of \$637,860.00.
2. A new section is created to read:

Sec. 14. State Law Provisions.

(a) E-Verify Requirements. (A) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (A) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (A) in entering into this contract. (B) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

(b) Iran Divestment Act Certification. The Contractor certifies that, if it submitted a successful bid for this contract, then as of the date it submitted the bid, the Contractor was not identified on the Iran List. If it did not submit a bid for this contract, the Contractor certifies that as of the date that this contract is entered into, the Contractor is not identified on the Iran List. It is a material breach of contract for the Contractor to be identified on the Iran List during the term of this contract or to utilize on this contract any subcontractor that is identified on the Iran List. In this Iran Divestment Act Certification section -- "Contractor" means the person entering into this contract with the City of Durham; and "Iran List" means the Final Divestment List – Iran, the Parent and Subsidiary Guidance– Iran list, and all other lists issued from time to time by the N.C. State Treasurer to comply with G. S. 147-86.58 of the N.C. Iran Divestment Act.

All other terms of the Original Contract not modified or changed by this change order shall remain in full force and effect.

\*\*\* REMAINDER OF PAGE LEFT BLANK INTENTIONALLY\*\*\*

IN WITNESS WHEREOF, the parties hereto have executed this Change Order #1.

CITY OF DURHAM

ATTEST:

\_\_\_\_\_ By: \_\_\_\_\_

preaudit certificate, if applicable \_\_\_\_\_

L-J, Inc.

ATTEST:

\_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_, Secretary \_\_\_\_\_, President  
(SEAL)

State of \_\_\_\_\_

ACKNOWLEDGMENT BY CORPORATION

County of \_\_\_\_\_

I, a notary public in and for the aforesaid county and state, certify that \_\_\_\_\_ personally appeared before me this day and stated that he or she is \_\_\_\_\_ Secretary of L-J, Inc., a corporation, and that by authority duly given and as the act of the corporation, the foregoing contract or agreement with the City of Durham was signed in its name by its \_\_\_\_\_ President, whose name is \_\_\_\_\_, sealed with its corporate seal, and attested by him/herself as its said Secretary or Assistant Secretary. This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_ Notary Public